



NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The United States hereby conveys to Grantees, without warranty of title, a permanent, non-exclusive right, privilege, and easement to enter upon and at Grantees' sole cost and expense, construct, operate, and maintain and from time to time reconstruct, alter and improve an access road and bridge in, on, over and across that portion of the right-of-way acquired for the G-Canal described as follows:

All that portion of Lot Ten (10), Section Seventeen (17), Township Forty (40) South, Range Ten (10) East, Willamette Meridian, County of Klamath, State of Oregon, described as follows:

Beginning at a point on the south boundary of said Lot 10, distant South  $30^{\circ}00'$  West 4,572.7 feet from the east quarter corner of Section 8, said township and range; thence along said south boundary North  $89^{\circ}51'$  East 60.33 feet to the easterly boundary of that certain real property described in the deed from Ophelia Glenn, et con to the United States of America, recorded in Volume 45 at page 215 of the Official Records of said county; thence along said easterly boundary North  $24^{\circ}25'$  West 65.81 feet; thence South  $89^{\circ}51'$  West 87.75 feet to the westerly boundary of that certain real property described in the deed from Ophelia Glenn, et con to the United States of America, recorded in Volume 37 at page 406 of the Official Records of said county; thence along said westerly boundary South  $24^{\circ}25'$  East 65.81 feet to the south boundary of said Lot 10; thence along said south boundary North  $89^{\circ}51'$  East 27.42 feet to the point of beginning, containing an area of 0.12 acre, more or less.

and as shown on the print of United States Department of the Interior, Bureau of Reclamation drawing No. 12-201-5292, marked Exhibit "A," attached hereto and made a part hereof.

Checked as to Engineering data

*Wayne A. Gray* 8-25-81

2. Any improvements, such as a bridge, placed within the United States right-of-way will be approved by the United States in advance of construction. Plans for improvements shall be submitted to the Project Manager of the Klamath Project at least 30 days before construction is to take place. Further, the Grantees agree to maintain said improvements to the satisfaction of the United States or its duly authorized representative.

3. Upon execution of this instrument Grantees shall pay to the United States a fee of TWO HUNDRED AND FIFTY DOLLARS (\$250.00).

4. The rights herein granted are subject to the right of the United States to use said access road and to existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines.

5. Grantees hereby agree to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of Grantees' activities under this easement.

6. The waiver of a breach of any of the provisions hereof shall not be deemed to be a waiver of a subsequent breach of the same provision or of any other provision hereof.

7. This easement is granted for and limited to the specific purposes set forth in Article 1 hereof, and the issuance of this instrument shall not constitute nor be construed as a surrender or subordination to Grantees of the jurisdiction or supervision of the United States, its successors and assigns, over the remaining interests of the United States in the land herein described.

8. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. If Grantees cease to use the easement for an access road herein conveyed, such easement shall terminate and the Grantees may be required, at the discretion of the United States, to remove all structures and restore the land to its condition as of the date of this easement.

10. The Grantees warrant that no person or agency has been employed or retained to solicit or secure this conveyance upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Grantees for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this conveyance without liability or in its discretion to require Grantees to pay full amount of such commission, percentage, brokerage or contingent fee to the United States.

11. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this conveyance or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this conveyance if given to a corporation or company for its general benefit.

17418

12. The attached statement marked Exhibit "B" entitled Reclamation Land-Use Stipulation, is by reference incorporated herein and made a part hereof.

13. The attached statement marked Exhibit "C" entitled Environmental Requirements, is by reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

THE UNITED STATES OF AMERICA

By M.A. Catus  
Acting Regional Director  
Mid-Pacific Region  
Bureau of Reclamation

Kenneth A. Dobberpuhl  
KENNETH A. DOBBERPUHL, Grantee

Dexter J. Dobberpuhl  
DEXTER J. DOBBERPUHL, Grantee

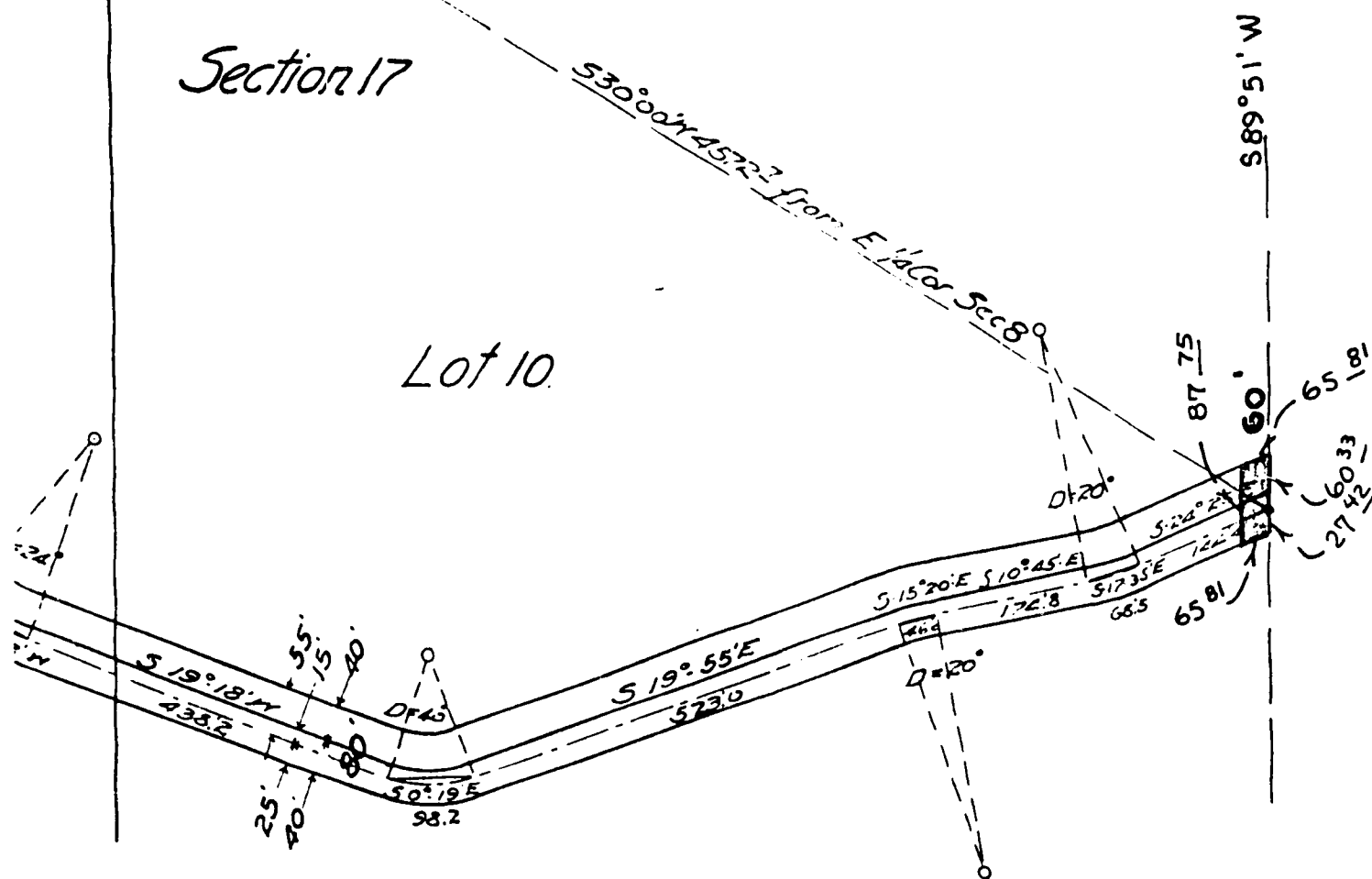
NOTED:

KLAMATH IRRIGATION DISTRICT

By Malcolm D. Crawford  
Title Manager

## Section 17

Lot 10.



Scale 1"=200' Jan. 23 191:

5292

12-201-1480

~~11-7-07~~

## EXHIBIT 'A'

LAND-USE STIPULATION

The United States has granted this easement for special use as a(n)  
access road.

The United States retains the right of full possession and use of the lands located in the easement, while it remains in effect, to the extent that the United States does not interfere with the right of special use granted to the holder of this easement.

As part of the United States continuing noninterfering possession and use of the easement, the United States will not be liable for any minor damage or wear to the easement, or to the easement holder's personal property which can normally be expected because of reasonable uses which the United States may carry out on the easement.

If the United States damages or causes unreasonable wear to the easement lands, or the easement holder's personal property used on the easement, the United States will repair or replace the damage at its own expense.

The United States reserves the right to terminate this easement, or part of it, when easements lands are needed for the construction, operation and maintenance of structures and works needed for the Klamath Project.

Some examples of structures and works include lands, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures, substations, switchyards and powerplants, but there may be others.

Notwithstanding the preceding paragraph, as an alternative to terminating the easement, the United States will, in all appropriate situations, use its best efforts to cooperate with the easement holder in order to adopt modified construction or use plans which will not interfere with and result in the termination of the easement. If the United States construction or use costs are increased because of these modifications, the easement holder agrees to pay the reasonable increased costs. However, the easement holder may reduce or eliminate the United States increased costs by agreeing to appropriate modifications of the easement.

Should a difference of opinion arise between the United States and the easement holder regarding the rights which the United States has reserved by this stipulation, then both parties agree that the Secretary of the Interior shall act as arbitrator and his decision will be final and binding on all parties.

### ENVIRONMENTAL REQUIREMENTS

1. Grantees shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potential harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

Prior to any artificial modification of the environment on the said premises, Grantees will submit a draft detailed statement of environmental impact to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, and such other reports as may now or hereafter be required. Such detailed statement shall state clearly and concisely, but not limited to, (1) the environmental impact of the proposed action, (2) any adverse environmental effects that cannot be avoided, (3) alternatives to the proposed action, (4) the relationship between local short-term uses hereunder and the maintenance, and (5) any irreversible and irretrievable commitment of resources involved hereunder.

No such artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

2. Grantees shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

3. Grantees shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Oregon, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.



4. In the use of pesticides on the land covered by this contract, the Grantees shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. Grantees is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" listed below and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, the Grantees shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

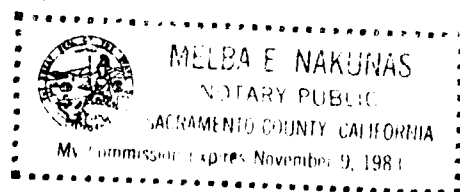
PROHIBITED LIST

2,4,5-T  
Silvex (2,4,5-TP)

STATE OF CALIFORNIA }  
County of Sacramento } ss.

On this 28 day of September, 1981, before  
me, Melba E. Nakunas, a Notary Public in and for  
the County and State aforesaid, personally appeared  
M. A. Caffaro Acting Regional Director of the United States  
Bureau of Reclamation, Mid-Pacific Region, known to me to be the  
person whose name is subscribed to the within instrument, and acknow-  
ledged that he executed the same on behalf of the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.



*Melba E. Nakunas*  
Notary Public in and for the County  
of Sacramento, State of California

(SEAL)

STATE OF OREGON: COUNTY OF KLAMATH; ss.

Filed for record at ~~request of~~

this 1st day of October A.D. 1981 at 2:53 o'clock P.M.

duly recorded in Vol. M-81, of Deeds on page 17414

EV LYN BIEHN, County Clerk

By *[Signature]*

Fee \$40.00

*Return to after Record.*  
*Ken DOEBBER*  
*RR-1 Box 666C.*  
*KLAMATH Falls ORE. 97601*